



COUNTY OF CULPEPER
RFP NO. AP-07-0001
REQUEST FOR PROPOSALS
FOR
AVIATION REFUELING VEHICLE

December 7, 2006

101 S. West Street, Suite 300
Culpeper, Virginia 22701

REQUEST FOR PROPOSAL

AVIATION REFUELING VEHICLE

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ATTACHMENT A: REFERENCES

AVIATION REFUELING VEHICLE

1.0 PURPOSE

The intent of this Request for Proposals is to generate a contract is to purchase one (1) 1000 gallon capacity Aviation Refueling Truck for use at the Culpeper County Regional Airport.

The vehicle shall be operated in close proximity to airport buildings and aircraft. All components, accessories, and construction shall conform to DOT-406, NFPA 385 and 407 and all FMVSS requirements for cargo tank design and construction. All components utilized in the manufacture and construction of the vehicle shall be new, unused, and shall carry the manufacturer's standard warranty unless otherwise specified within this document.

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) to permit competition. It shall be the proposer's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Purchasing Agent must receive such notification not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 SCOPE OF SERVICES

All proposals must be made on the basis of and either meet or exceed the requirements contained herein:

3.1 General

The tank body and components shall be new, current year manufacture, designed to carry and deliver 1,000 gallons of 100 LL (Low Lead) aviation fuel, equipped with delivery and a high visibility LED large numeral counter (LNC) metering systems, and an electronic meter register with in-cab electronic ticket printer. The proposer shall provide a certificate of origin.

The proposer shall provide DOT MC406 certificates of compliance for the design, construction, and testing of the fuel tank body and product tanks utilized on this vehicle.

3.2 Authority Approved Equal

Proposers are advised that these specifications, although generally reflecting the characteristics, attributes, and construction features required, are set forth for illustrative purposes only. Proposals are invited for items having generally the same characteristics of those specified.

3.3 Manufacturer and Model Year

The chassis to be provided shall be a current model year.

3.4 Tank Body:

The tank shall be designed to fit on a chassis. The tank shall be constructed from 5454 aircraft aluminum, and be left in a natural Hi-Bright finish.

3.5 Tank Mounting:

The tank body shall be fastened to the truck chassis with “wye” casting tank tie downs. The bottom tie down plates shall be at least .750" thick steel connected to the tank tie downs with 3/4" 90,000 PSI tensile strength bolts with self locking nuts. Under the tank there shall be two 5/16" thick 18"x 12" 5454 H-32 aluminum tank stop plates mounted on each side, to stop the tank from shifting forward in case of an accident.

3.6 Plumbing:

All fuel transmission piping from the tank body to the hose reels shall be fabricated from mild rolled steel tubing. All fittings shall be a male/female slip fit design MIG welded to the tubing. *Use of fuel transmission hose shall only be limited to the hose reels.*

3.7 Product Pump:

The pump shall be equipped with an internal bypass system so as to eliminate unnecessary overheating of the pump while deadheading.

3.8 PTO and Controls:

The product pump shall be shaft driven from the transmission PTO. PTO unit shall be geared to allow the pump to produce a minimum of 60 G.P.M. at engine idle. The PTO control shall be wired through an interlocking circuit. This circuit will have appropriately labeled control switches in the operator cab and the rear compartment to allow disengagement of the PTO in case of an emergency. The circuit will be interlocked through the parking brake control in a manner that will not allow either PTO to engage and turn the product pump while the parking brake is released. Valve control shall be appropriately labeled and shall be located in the rear near to the hose reels.

3.9 Metering and Ticket Printer:

The fuel delivery system shall be equipped a high visibility LED large numeral counter (LNC), and an electronic meter register with in-cab electronic ticket printer.

3.10 Hose Reel and Hose:

The tank body shall be equipped with one single wrap hose reels. The reel shall be mounted on the driver side of the vehicle. The hose reels shall be an inverted design with explosion proof motors and air actuated reel brakes. The reel shall have an explosion proof control switch and manual cut out switch. Reel shall also have a manual rewind feature in the case of motor failure. The reel shall be equipped with rollers so as to minimize chafing from extending or retracting the hoses.

Spring loaded return type hose reels shall not be acceptable or considered as equal.

3.11 Additional Items:

1. Access ladder shall be provided on the tank body, the ladder shall have extruded ribs for steps.
2. Aluminum weather tight storage box.
3. Kam-lock style (or equivalent) dust caps on drains and sump lines.
4. All flashings shall have continuous welds
5. All wiring shall be run through flexible oil resistant conduit and all electrical connections shall be made in vapor proof junction boxes, Betts snap-seal, plug and seal or Authority approved equal.
6. An amber Strobe beacon shall be mounted on the top front of the tank body. The strobe light shall be controlled by a common, dash mounted switch.
7. All pneumatic lines shall be color coded.
8. The tank must undergo a finite stress analysis test. A copy of the analysis Test report document shall be provided with the bid package.
9. Permanent weatherproof placards for aviation fuel shall be mounted on all four sides of the truck.
10. Two (2) A.B.C. rated dry chemical fire extinguishers shall be mounted on the left and right sides of the truck.
11. Vehicle shall have a battery isolation switch.
12. Two (2) aluminum chock-block holders.
13. Electrically driven air-compressor with coiled air hose and chuck.

3.12 Truck Cab and Chassis:

The fuel tanker body and accessories as specified shall be installed on a new, current year cab and chassis, 4x2 vehicle, and the following specifications or equal to meet or exceed the following specifications:

- | | |
|----------------------|---|
| 1. Cab | 2 door, conventional, aluminum high visibility, 3 window cab |
| 2. Frame | High strength low alloy steel |
| 3. Transmission | Automatic transmission. |
| 4. Fuel tank | Aluminum, 50 gallon capacity with stainless steel straps, mounted under the right side of the truck cab to facilitate the mounting of tanker body accessories |
| 5. Electrical system | Conventional truck electrical system is preferred for this application. |
| 6. Back up alarm | Electronic, 102 D.B.A. minimum |
| 7. Tow hooks | Two, frame mounted on front, accessible through bumper |

3.13 Cab Accessories:

- | | |
|------------------------------|--|
| 1. Driver and Passenger seat | Air suspension type, intermediate back height, isolated with adjustable lumbar support, cushion height and seat back angle, Vinyl covered, Bostrom or County approved equal. |
| 2. Air conditioning/heat | Factory installed system with integral defroster and heat |
| 3. Floor covering | Black rubber |
| 4. Electronic gauges | Speedometer, tachometer, oil pressure, water temperature, voltmeter, transmission temperature, and hour meter |

3.14 Training:

Proposer shall provide a trained technician to instruct operators and maintenance personnel on the proper use and maintenance of the unit. The instruction shall continue until all parties involved are confident that all related subjects have been explained and demonstrated.

4.0 CONTRACT TERMS AND CONDITIONS

4.1 Procedures

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Airport Manager or his/her authorized representative(s). The firm shall not comply with requests and/or orders issued by other than the Airport Manager or his/her authorized representative(s), acting within their authority for the County. Any change to the contract must be approved in writing by the Purchasing Agent and the Contractor.

The successful proposer is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement, to any other person, company or corporation without the prior consent and approval in writing by the County.

4.2 Delivery and Acceptance

Delivery of the one 1,000 gallon capacity fuel tanker trucks shall be made to:

County Culpeper Regional Airport
12517 Beverly Ford Road
Culpeper, VA 22701

not later than 180 calendar days after issuance of award.

4.3 Contractor Inspection Requirements

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers parts. This provision takes precedence over any County inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the County.

4.4 F.O.B. Destination

A. The term "F.O.B. destination," as used in the provision, means:

1. Free of expense to the County on board the carrier's conveyance, at a specified delivery point where the consignee's facility (Culpeper County Regional Airport).
2. Vehicle shall be delivered to the destination consignee's receiving dock, at the expense of the Contractor. The County shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery

4.5 Delays

If delay is foreseen, contractor shall give immediate written notice to the Department of Procurement and Communications. County has the right to extend delivery date if reasons appear, in the sole discretion of the County, to be valid. Contractor must keep the County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Procurement Department to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting contractor.

4.6 Material Safety Data Sheets

By law, the County of Culpeper will not receive any materials, products, or chemicals, which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.

4.7 Insurance

The successful proposer shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the proposer, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the proposer for the duration of the contract period for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the proposer, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia Employers Liability, \$1,000,000.

d. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Culpeper, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The proposer's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverages for subcontractors of the proposer shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the proposer shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The proposer shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its

behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Manager.
11. All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

4.8 Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

4.9 Safety

All contractors and subcontractors performing services for the County of Culpeper are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.10 Notice of Required Disability Legislation Compliance

Culpeper County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Culpeper County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

4.11 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

4.12 Employment Discrimination by Contractors Prohibited

Every contract of over \$10,000 shall include the following provisions:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

2. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.13 Drug-free Workplace

Every contract of over \$10,000 shall include the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

4.14 Faith-Based Organizations

Culpeper County does not discriminate against faith-based organizations.

4.15 Exemption from Taxes

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by County of Culpeper on request.

4.16 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

4.17 Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the Procurement Department.

4.18 Invoicing and Payment

The firm shall submit invoices, in triplicate, for each progress payment requested, such statement to also include a detailed breakdown of all charges.

Invoices shall be based upon completion of tasks or deliverables and shall include progress reports. The County may withhold five (5%) percent of the total contract payment pending completion of the services.

All such invoices will be paid promptly by the County in its regular course of business unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County Culpeper Regional Airport
Attn: Airport Manager
12517 Beverly Ford Road
Culpeper, VA 22701

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

4.19 Payments to Subcontractors

Within seven days after receipt of amounts paid by the County for work performed by a subcontractor under this contract, the Contractor shall either:

- a. Pay the Subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the Subcontractor under this contract; or
- b. Notify the County and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non- payment.

The Contractor shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to this provision may not be construed to be an obligation of the County.

4.20 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

4.21 Assignment of Contract

This contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

4.22 Termination

Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

4.23 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

4.24 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

4.25 Applicable Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia.

5.0 **PROPOSAL FORMAT**

Proposers are requested to submit one original and three complete copies (including all pictures, product literature, etc.) of their proposal. The following documents shall be included in the proposal package to be considered responsive:

1. The RFP document with any addenda acknowledgements filled out and signed as required.
2. Proof of insurance meeting the requirements of Section 4.5.
3. A sample of the wiring diagram or schematics that will be included with the finished vehicle. These are to be samples but “as-built” drawings shall be submitted with the finished vehicle or it will be rejects.
4. Price. Clearly indicate the **good faith cost estimate** for the Aviation Refueling Vehicle offered. State separately pricing for any/all optional items.

6.0 **EVALUATION OF PROPOSALS: SELECTION FACTORS**

The General Contract Terms and Conditions set forth certain criteria which will be used in the receipt of proposals and selection of the successful firm. In addition, the criteria set forth below will be considered.

A County Evaluation Team will independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The firms submitting proposals shall include with that proposal statements on the following:

- A. Suitability of Aviation Refueling Vehicle offered.
- B. Quality of materials and workmanship.
- C. Availability of full service repairs and parts.
- D. Experience and references.
- E. Warranties.
- F. Cost.

Once the County Evaluation Team has rated the proposals, a composite rating is developed which indicates the group's collective ranking of the highest rated proposals in a descending order. At this point, the County Evaluation Team may conduct interviews with only the top ranked firms, usually the top two depending upon the number of proposals received. The Proposal Analysis will then make a recommendation for the contract award.

7.0 **INSTRUCTIONS FOR SUBMITTING PROPOSALS**

7.1 Submission of Proposals

Proposals must be submitted on Request for Proposal estimate form only. Include other information as requested or required. Be sure proposal container is completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, and the title of the RFP. Proposals must be received in the

Procurement/Communications Department PRIOR to **10:00 A.M., Friday, December 29, 2006, 2006**. Proposals may either be mailed to or hand delivered to: **101 S. West Street, Suite 300, Culpeper, Virginia 22701**.

7.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all firms. Inquires pertaining to Request for Proposals must give RFP number, title and acceptance date. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided, however, that all questions are received at least fifteen (15) days in advance of the proposal acceptance date.

7.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the proposer to ensure that he has received all addendums prior to submitting a proposal.

7.4 Firm Pricing for County Acceptance

Proposal price estimate must be reliable for County negotiation for 90 days from proposal receipt date.

7.5 Proprietary Information

Trade secrets or proprietary information submitted by an proposer in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **the proposer must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary.** Proposers shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

7.6 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of proposer. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page.

7.7 Preparation and Submission of Proposals

- a. All proposals, both technical and price, shall be signed in ink by the individual or authorized principals of the firm.
- b. All attachments to the Request for Estimates Proposal requiring executing by the firm are to be returned with the proposals.
- c. Proposals are to be returned in a sealed container. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.
- d. Proposals must be received in the Office of Procurement/Communication Department BEFORE the hour specified on the opening date. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Firms mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by the Department of Procurement/Communication prior to the time and date fixed for acceptance of the proposals. Each proposal shall be submitted in a sealed envelope with the outside of the envelope stating the name of the proposer, its mailing address, its

telephone number, and the following identification: **“RFP #OA-07-0001: Aviation Refueling Vehicle”**.

If a proposal is delivered by mail or by a parcel service, it shall be enclosed in an inner envelope/package labeled as required in the previous statement, and the inner envelope/package shall be enclosed in a mailing envelope or package. Proposals or unsolicited amendments to proposals received by the County after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

- e. Each firm shall submit one original and three (3) copies of their proposal (including price proposal) to the County's Procurement Department as indicated on the cover sheet of this Request for Proposal. The **original** proposal shall be clearly marked.

7.8 Withdrawal of Proposals

- a. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- b. Proposals may be withdrawn on written request from the proposer at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

7.9 Subcontractors

Proposers shall include a list of all subcontractors in their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful firm's selection of subcontractors.

7.10 References

All proposers shall include, with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address and telephone number. Failure to include references may be ample cause for rejection of proposal as non-responsive.

7.11 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict proposers to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive – it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If proposer makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Proposers must certify that item(s) offered meet and/or exceed specifications.

7.12 Exemption from Taxes

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by Culpeper County on request.

7.13 Late Proposals

LATE proposals will be returned to proposer UNOPENED, if RFP number, acceptance date and proposer's return address is shown on the container.

7.14 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the County.

7.15 Prohibition as Subcontractors

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

7.16 Deviations from Scope of Services

If there is any deviation from that prescribed in the scope of services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to determine the responsiveness of any deviation.

7.17 Miscellaneous Requirements

- a. The County will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- b. Proposers who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Department of Procurement will schedule the time and location for this presentation.
- c. The contents of the proposal submitted by the successful proposer and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the County.
- d. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Proposers whose proposals are not accepted will be notified in writing.

7.18 Protest

Proposers may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

7.19 Debarment

By submitting a proposal, the Contractor is certifying that he is not currently debarred by the County. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

AP-07-0001



Culpeper County, Virginia

Procurement/Communication Department
101 S. West Street, Suite 300
Culpeper, Virginia 22701

8.0 AVIATION REFUELING VEHICLE

THE FIRM OF: _____

Address: _____

SCOPE OF WORK: The Contractor shall provide one (1) 1,000 gallon Aviation Refueling Vehicle.

1,000 gallon Aviation Refueling Vehicle – current model year. \$ _____ **(Good Faith Estimate)**

The Commonwealth of Virginia, Department of Motor Vehicles (DMV) requires that the odometer statement be submitted with the certificate of origin for all request for title and tags. Accordingly, the County hereby requires that the odometer statement be printed on the certificate of origin or provided with the certificate of origin.

The original certificates of origin, provided with delivery of the vehicle shall be mad out to:

County Culpeper Regional Airport
12517 Beverly Ford Road
Culpeper, VA 22701

BASIS OF AWARD: Award will be made to the responsive, responsible proposer based on technical scores plus price and price related factors that best fits the interests of the County.

The following shall be returned with your proposal. Failure to do so shall be ample cause for rejection of proposal as non-responsive. It is the responsibility of the Proposer to ensure that he has received all addendums.

1. References (on County form)
2. Addendums, if any.
3. One (1) original and _____ () copies
4. F.O.B. Destination
5. Delivery Within _____ Days

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

Email Address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

(RETURN THIS PAGE)

Attachment A: References for: OA-07-0001

Proposers shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

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